

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ELSEVIER INC., ELSEVIER B.V., ELSEVIER LTD.,
and ELSEVIER MASSON SAS.,

Plaintiffs,

Docket No. 12-5121 (KPF)

-against-

PIERRE GROSSMAN, IBIS CORP.,
PUBLICACOES TECNICAS INTERNACIONAIS,
and JOHN DOE NOS. 1-50,

Defendants.
-----X

ANSWER WITH AFFIRMATIVE DEFENSES AND JURY DEMAND

Defendant Pierre Grossman ("Defendant"), proceeding pro se, hereby answers the allegations in the First Amended Complaint (the "Complaint") of Plaintiffs Elsevier Inc., Elsevier B.V., Elsevier Ltd., and Elsevier Masson SAS. (collectively "Plaintiffs" or "Elsevier") in accordance with the numbered paragraphs therein as follows:

1. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "1" of the Complaint, except denies that this case involves subscription fraud or that he committed any fraudulent acts whatsoever.
2. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "2" of the Complaint.
3. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "3" of the Complaint.
4. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "4" of the Complaint.

5. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "5" of the Complaint.

6. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "6" of the Complaint.

7. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "7" of the Complaint.

8. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "8" of the Complaint.

9. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "9" of the Complaint.

10. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "10" of the Complaint.

11. Defendant admits the allegations set forth in paragraph "11" of the Complaint, except denies that PTI "maintains an office" at 100 Hilton Avenue in Garden City, New York.

12. Defendant admits the allegations set forth in paragraph "12" of the Complaint, except denies that IBIS has any places of business in Flushing, New York or in Garden City, New York.

13. Defendant admits the allegations set forth in paragraph "13" of the Complaint.

14. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "14" of the Complaint.

15. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "15" of the Complaint.

16. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "16" of the Complaint.

17. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "17" of the Complaint.

18. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "18" of the Complaint.

19. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "19" of the Complaint.

20. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "20" of the Complaint.

21. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "21" of the Complaint.

22. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "22" of the Complaint.

23. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "23" of the Complaint.

24. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "24" of the Complaint.

25. Defendant denies the allegations set forth in paragraph "25" of the Complaint.

26. Defendant denies the allegations set forth in paragraph "26" of the Complaint.

27. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "27" of the Complaint, except denies that he caused PTI and IBIS to "resell" any of Elsevier's journals.

28. Defendant denies the allegations set forth in paragraph "28" of the Complaint.

29. Defendant denies the allegations set forth in paragraph "29" of the Complaint.

30. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "30" of the Complaint, except denies that he did anything "in furtherance of" any fraud.

31. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "31" of the Complaint, except denies that he "fraudulently secured" anything.

32. Defendant denies the allegations set forth in paragraph "32" of the Complaint.

33. Defendant denies the allegations set forth in paragraph "33" of the Complaint.

34. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "34" of the Complaint.

35. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "35" of the Complaint.

36. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "36" of the Complaint.

37. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "37" of the Complaint.

38. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "38" of the Complaint.

39. Defendant repeats his responses to the allegations set forth in paragraphs "1" to "38" of the Complaint.

40. Defendant denies the allegations set forth in paragraph "40" of the Complaint.

41. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "41" of the Complaint, except denies that there was any "association in fact".

42. Defendant denies the allegations set forth in paragraph "42" of the Complaint.

43. Defendant denies the allegations set forth in paragraph "43" of the Complaint.

44. Defendant denies the allegations set forth in paragraph "44" of the Complaint.

45. Defendant denies the allegations set forth in paragraph "45" of the Complaint.

46. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "46" of the Complaint.

47. Defendant denies the allegations set forth in paragraph "47" of the Complaint.

48. Defendant denies the allegations set forth in paragraph "48" of the Complaint.

49. Defendant denies the allegations set forth in paragraph "49" of the Complaint.

50. Defendant denies the allegations set forth in paragraph "50" of the Complaint.

51. Defendant denies the allegations set forth in paragraph "51" of the Complaint.

52. Defendant denies the allegations set forth in paragraph "52" of the Complaint.

53. Defendant denies the allegations set forth in paragraph "53" of the Complaint.

54. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "54" of the Complaint, except admits that he is the owner of PTI and IBIS.

55. Defendant denies the allegations set forth in paragraph "55" of the Complaint.

56. Defendant denies the allegations set forth in paragraph "56" of the Complaint.

57. Defendant denies the allegations set forth in paragraph "57" of the Complaint.

58. Defendant denies the allegations set forth in paragraph "58" of the Complaint.

59. Defendant denies the allegations set forth in paragraph "59" of the Complaint.

60. Defendant denies the allegations set forth in paragraph "60" of the Complaint.

61. Defendant denies the allegations set forth in paragraph "61" of the Complaint.

62. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "62" of the Complaint, except denies that he engaged in any fraudulent conduct whatsoever.

63. Defendant denies the allegations set forth in paragraph "63" of the Complaint.

64. Defendant repeats his responses to the allegations set forth in paragraphs "1" to "63" of the Complaint.

65. Defendant denies the allegations set forth in paragraph "65" of the Complaint.

66. Defendant denies the allegations set forth in paragraph "66" of the Complaint.

67. Defendant denies the allegations set forth in paragraph "67" of the Complaint.

68. Defendant denies the allegations set forth in paragraph "68" of the Complaint.

69. Defendant repeats his responses to the allegations set forth in paragraphs "1" to "69" of the Complaint.

70. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "70" of the Complaint

71. Defendant denies the allegations set forth in paragraph "71" of the Complaint.

72. Defendant denies the allegations set forth in paragraph "72" of the Complaint.

73. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "73" of the Complaint, except denies that he engaged in any fraudulent conduct whatsoever.

74. Defendant denies the allegations set forth in paragraph "74" of the Complaint.

75. Defendant denies the allegations set forth in paragraph "75" of the Complaint.

76. Defendant repeats his responses to the allegations set forth in paragraphs "1" to "75" of the Complaint.

77. Defendant denies the allegations set forth in paragraph "77" of the Complaint.

78. Defendant denies the allegations set forth in paragraph "78" of the Complaint.

79. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "79" of the Complaint, except denies that he engaged in any fraudulent conduct whatsoever.

80. Defendant denies the allegations set forth in paragraph "80" of the Complaint.

81. Defendant denies the allegations set forth in paragraph "81" of the Complaint.

82. Defendant denies the allegations set forth in paragraph "82" of the Complaint.

83. Defendant repeats his responses to the allegations set forth in paragraphs "1" to "82" of the Complaint.

84. Defendant denies knowledge and information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "84" of the Complaint.

85. Defendant denies the allegations set forth in paragraph "85" of the Complaint.

86. Defendant denies the allegations set forth in paragraph "86" of the Complaint.

87. Defendant repeats his responses to the allegations set forth in paragraphs "1" to "86" of the Complaint.

88. Defendant denies the allegations set forth in paragraph "88" of the Complaint.

89. Defendant denies the allegations set forth in paragraph "89" of the Complaint.

FIRST AFFIRMATIVE DEFENSE

90. The Complaint fails to state a cause of action upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

91. Plaintiffs' claims are barred by their failure to mitigate their damages.

THIRD AFFIRMATIVE DEFENSE

92. Plaintiffs have engaged in fraudulent conduct and have made material misrepresentations or omissions to Defendant and, accordingly, are not entitled to recovery of any damages or a declaratory judgment.

FOURTH AFFIRMATIVE DEFENSE

93. Plaintiffs' claims are barred by the doctrine of unclean hands.

FIFTH AFFIRMATIVE DEFENSE

94. Plaintiffs lack standing to bring the claims asserted.

SIXTH AFFIRMATIVE DEFENSE

95. Plaintiffs' claims are barred because they arise out of or are a product of Plaintiffs' own illegal acts.

SEVENTH AFFIRMATIVE DEFENSE

96. To the extent a contract is found to exist between the parties, and without admission of same, Plaintiffs' claims are barred by their breach of the covenant of good faith and fair dealing.

EIGHTH AFFIRMATIVE DEFENSE

97. Plaintiffs' claims are barred as the result of their breach of a fiduciary duty.

NINTH AFFIRMATIVE DEFENSE

98. Plaintiffs are equitably estopped from recovering on their claims.

TENTH AFFIRMATIVE DEFENSE

99. Plaintiffs' claims are barred by their acts of self-dealing.

ELEVENTH AFFIRMATIVE DEFENSE

100. Defendant is entitled to a setoff that exceeds the value, if any, of Plaintiffs' claims.

TWELFTH AFFIRMATIVE DEFENSE

101. Defendant performed each and every duty owed to Plaintiffs.

THIRTEENTH AFFIRMATIVE DEFENSE

102. At all times relevant hereto, Defendant acted in a reasonable and proper manner.

FOURTEENTH AFFIRMATIVE DEFENSE

103. Defendant at all times relevant hereto complied with all federal, state and local statutes, regulations and/or ordinances in effect.

FIFTEENTH AFFIRMATIVE DEFENSE

104. Plaintiffs' injuries, if any, were caused in whole or in part by the culpable conduct and fault attributable to them and the amount of damages otherwise recoverable by Plaintiffs should be extinguished or reduced in the proportion that the culpable conduct attributable to the Plaintiffs bears to the culpable conduct that caused the damages.

SIXTEENTH AFFIRMATIVE DEFENSE

105. Plaintiffs' claims are barred by the applicable statutes of limitation.

SEVENTEENTH AFFIRMATIVE DEFENSE

106. Plaintiffs' claims are barred by the statute of frauds.

EIGHTEENTH AFFIRMATIVE DEFENSE

107. Plaintiffs' claims are barred by their waiver.

NINETEENTH AFFIRMATIVE DEFENSE

108. Plaintiffs' claims are barred by their laches.

TWENTIETH AFFIRMATIVE DEFENSE

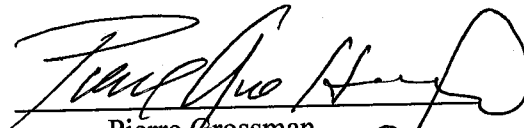
109. Defendant hereby reserves the right to interpose such other defenses as discovery may disclose.

JURY DEMAND

110. Pursuant to Federal Rule of Civil Procedure 38(b), Defendant demands a trial by jury.

WHEREFORE, Defendant Pierre Grossman demands that a Judgment be entered in his favor dismissing Plaintiffs' Complaint in its entirety, together with such other and further relief as to the Court seems just and proper.

Dated: February 24, 2015


Pierre Grossman
Defendant Pro Se

FEDEX®

Express

FedEx International Air Waybill

EXPRESS

1 **From** Date 02/24/15 Sender's Office Account Number 178570943
 Sender's Name P. Grossmann Phone 55-11-319425

Company PTI
 Address Rua Peyota Bonide, 209
 Address 63.090.308/0001-09
 City SAO PAULO State SP
 ZIP Postal Code 01403-901
 Country BRAZIL

2 **To** Recipient's Name PRO SE OFFICE Phone 1-212-8050135
 Company US District Court/Southern District NY
 Address 500 Pearl Street
 Address Room 230 State NY
 City New York ZIP Postal Code 10007
 Country USA

3 **Shipment Information** Recipient's Tax ID Number for Customs Purpose
 * If B/L copy, this item is optional and is not to be provided and provide CL
 * If B/L copy, this item is optional and is not to be provided and provide CL
 Total Packages 1 Total Weight 05 ☒ **IMM** ☐ **NON-IMM** ☐ **HAZ**
 Commercial Invoice ☐ **Yes** ☐ **No** ☐ **Other** ☐ **None**
 Customs Declaration ☐ **Yes** ☐ **No** ☐ **Other** ☐ **None**

DELIVERY RECORD LABEL
 COMMERCIAL INVOICE LABEL
 PACKAGE LABEL
 800458819800
 800458819800

Extremely Urgent